

## **GRANT AGREEMENT**

This grant agreement (this "Grant Agreement"), entered into by and between the **Office of the Indiana Attorney General** (hereinafter referred to as the "State") and **Franklin County High School** (hereinafter referred to as the "Grantee"), whose address is 1 Wildcat Lane, Brookville, IN 47012, is executed pursuant to the **terms** and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### **1. Purpose of Agreement.**

The purpose of this Grant Agreement is to enable the State to make a grant **from** the State of Indiana's Consumer Protection Fund, IC 4-6-9-7, of four thousand three hundred ninety-five dollars and twenty cents (\$4,395.20) to the Grantee for eligible costs of the **LifeSmarts** Competition Project. This competition will take place April 16-19, 2005 and will, among other things, promote consumer education among high school students, including learning about deceptive sales practices, rights and responsibilities. This Grant shall be used exclusively for the purposes set forth in this paragraph and in accordance with the provisions contained in this Grant Agreement and in Indiana Code 4-6-9-7.

### **2. Term.**

This Grant Agreement shall be effective for a period of three (3) months. It shall commence on March 14, 2005 and shall remain in effect through June 14, 2005.

### **3. Design and Implementation of Project.**

The Grantee shall be solely responsible for the proper design and implementation of the **LifeSmarts** Competition Project. Although not expressly attached to this Grant Agreement, the Grantee agrees to complete the consumer education aspect of said project in accordance with the plans and specifications in its application. Modification of its application shall require prior written approval of the State.

### **4. Monitoring Report by the State.**

The Grantee agrees to a monitoring report of the project. Grantee agrees to:

- A. An audit of expense records by the State Board of Accounts in regards to this Grant Agreement.
- B. Submit a grant report upon completion of the program activity no later than June 14, 2005, **which** summarizes how the funding was used and results achieved.
- C. Provide copies of all expense documents to the Controller, Office of the Attorney General, 302 West Washington Street, IGCS – 5<sup>th</sup> Floor, Indianapolis, IN 46204.

### **5. Compliance with Laws.**

A. The Grantee agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder **after** execution of this Grant shall be reviewed by the State and the Grantee to **determine** whether the provisions of the Grant require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics **Commission website** at <<<<http://ilm.in.gov/ethics/>>>>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, **terminate** this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Grantee certifies by entering into this Grant, that neither it nor its **principal(s)** is presently in arrears in payment of its taxes, **permit** fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Grantee agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Grantee. Additionally, **further** work or payments may be withheld, delayed, or denied **and/or** this Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Grantee agrees that the State may delay, withhold, or deny work under any **Supplement** or contractual device issued pursuant to this Agreement. If a valid dispute exists as to the Grantee's liability or guilt in any **action** initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Grantee, the Grantee may request that it be allowed to continue, or receive work, without delay. The Grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the **parties**.

E. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

F. The Grantee warrants that the Grantee and its subgrantees, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the Grant and grounds for immediate termination of the Grant and denial of **further** work with the State.

G. The Grantee hereby **affirms** that it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. Grantee agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Grantee from contracting with the State in the future, cancel existing Grants, withhold **payments**

to setoff such obligations, and withhold **further** payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

## **6. Conflict of Interest.**

### **A. As used in this section:**

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Grant;
2. An individual who has an interest of three percent (3%) or more of Grantee, if Grantee is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of **Administration**.

"Commission" means the State Ethics Commission.

B. The State may cancel this Grant without recourse by Grantee if any interested party is an employee of the State of Indiana.

C. The State will not exercise its right of cancellation under section B, above, if the Grantee gives the State an opinion by the Commission indicating that the existence of this Grant and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The State may take action, including cancellation of this Grant, consistent with an opinion of the Commission obtained under **this** section.

D. Grantee has an affirmative obligation under this Grant to disclose to the State when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Grantee knows or reasonably could know.

## **7. Drug-Free Workplace.**

Grantee hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this grant a **drug-free** workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that Grantee or **an** employee of Grantee has been convicted of a criminal drug violation occurring in Grantee's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the grant or agreement **and/or** debarment of grant opportunities with the State of Indiana for up to three (3) years.

## **8. Funding Cancellation.**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or **otherwise** available to support continuation of performance of a grant, the grant shall be canceled. A determination by the Budget Director that **funds** are not appropriated or otherwise available to support **continuation** of performance shall be final and conclusive.

**9. Nondiscrimination.**

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Grantee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Grant, if any, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded **as** a material breach of this Grant Agreement. Acceptance of this Grant Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

**10. Repayment.**

The Grantee shall repay the **funds** provided under this Grant Agreement within thirty (30) calendar days of any final determination that the funds were not used for the purposes set forth in this Grant Agreement.

**11. Non-Collusion and Acceptance.**

The undersigned attests, subject to the penalties for perjury, that **he/she** is the duly authorized representative, agent, or officer of the Grantee, that **he/she** has not, nor has any other employee, representative, agent, or officer of the Grantee, directly or indirectly, to the best of **his/her** knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that **he/she** has not received or paid, any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Grantee and the State of **Indiana** have, through duly authorized representatives, entered into this Grant Agreement. The parties having read and understand the foregoing terms of the grant do by their respective signatures dated below hereby agree to the **terms** thereof.

Franklin County High School

By: Diana Slaven  
Diana Slaven

Title: LifeSmarts Coach

Date: 3/10/05

By: Stephen Carter for  
Stephen Carter  
Attorney General of Indiana

Date: 3-18-05

APPROVED BY:

DEPARTMENT OF ADMINISTRATION

STATE BUDGET AGENCY

By: E. Douglas Leidman  
Earl Goode,  
Commissioner

(for)

By: Alice Niagara (for)  
Charles Schallbl,  
State Budget Director

Date: 4/7/05

Date: 4/12/2005

APPROVED AS TO FORM AND  
LEGALITY:

By: Stephen Carter (for)  
Stephen Carter,  
Attorney General of Indiana

Date: 4/13/05



# FRANKLIN COUNTY HIGH SCHOOL

January 4, 2005

Indiana Attorney General Steve Carter  
Indiana Government Center South  
Fifth Floor  
402 West Washington Street  
Indianapolis, IN 46204-2770

Dear Mr. Carter:

Thank you for your support of the Indiana LifeSmarts team which was previously represented by the students from Franklin County High School in the past years in the National Competition. As you may remember, LifeSmarts teaches teens about consumer rights and responsibilities, personal finance, health and safety, environment, and technology. LifeSmarts... the ultimate consumer challenge is an educational opportunity that develops the consumer and marketplace knowledge and skills of teenagers in a fun way and rewards them for this knowledge.

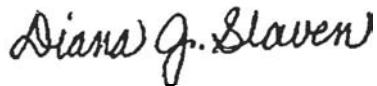
This year the competition is slightly different. Franklin County High School students will be competing with other students from other schools in Indiana during the month of February. The Franklin County team has been practicing and is optimistically looking forward to representing the state of Indiana again. I would like to submit a budget for the National Competition if Franklin County students represent the Indiana team.

It is difficult this year to predict the amount of money needed for our trip. I have done research on the Internet concerning airfares. At this time a non-refundable ticket to San Francisco is \$309 dollars. However confirmation of who will be representing the team will not be known until late February or early March. Therefore I know that the price of that particular ticket will increase. A refundable ticket at this time is \$878.40, quite a large sum of money. When I can finally make the reservations for my five students and myself, I feel assured that the tickets will be for less than the \$878.40 ticket. I have submitted my budget with the higher number but do not anticipate needing that full amount. We also must stay an extra day at the hotel this year since the competition is in California.

The Franklin County LifeSmarts team, which is optimistically looking forward to representing the state of Indiana, would like to request your support again this year. We would be most appreciative if your office would cover the airfare, transportation, some food expenses, and hotel costs to national competition in San Francisco, California, where we compete against teenagers throughout the United States. The projected costs of the trip using the higher airfare would be \$8,790.40

Thank you for considering our request. We very much appreciated your support in the past and look forward again to your assistance and support in allowing students this unique opportunity.

Sincerely

A handwritten signature in cursive script that reads "Diana J. Slaven".

**Mrs.** Diana J. Slaven  
LifeSmarts Coach

**ESTIMATED LIFESMARTS EXPENSES**  
**FRANKLIN COUNTY HIGH SCHOOL REPRESENTING THE STATE OF INDIANA**  
**FOR SAN FRANCISCO, CALIFORNIA, NATIONAL COMPETITION**  
**APRIL 22-27, 2005**

Airfare	\$878.40 x 6 Refundable tickets (\$309.00 x 6 Non-refundable tickets \$1,854.00* as of January 2005, but I know this price will increase closer to the date)	\$5,270.40*
Hotel	\$160 x 3 rooms x 5 nights	\$2,400.00
Food expenses	\$150 x 6 people	\$900.00
Taxi service		
From airport to hotel Friday evening		\$60.00
From hotel to airport Tuesday afternoon		\$60.00
Parking at Airport		\$30.00
Mileage from Brookville to Airport and back		
209 miles at \$.32 a mile		\$70.00
Total Expenses		\$8,790.40